

KADRI INTERNATIONAL CO.)	AGBCA No. 2001-150-1
dba VALUECAD,)	
)	
Appellant)	
)	
Representing the Appellant:)	
)	
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ORDER OF THE BOARD OF CONTRACT APPEALS

January 17, 2006

Opinion for the Board by Administrative Judge VERGILIO.

On May 8, 2001, the Board received and docketed this appeal from Kadri International Co. dba ValueCAD, of Portland, Oregon (contractor), concerning a contract, No. 53-82X9-9-078CO, with the respondent, the U.S. Department of Agriculture, Forest Service (Government). As part of an automated lands project (ALP), the contractor was to consolidate information and provide the Government with electronically-formatted data depicting various features (e.g., easements, ownership interests, boundaries, and natural features such as lakes) on particular townships or areas within Region 2 of the Forest Service (the Rocky Mountain Region). The contractor seeks to recover \$227,698.80 under a termination for convenience settlement proposal; the contracting officer had denied the contractor's claim for relief because the Government had terminated the contract for default.

The Board has jurisdiction over this timely-filed appeal pursuant to the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613, as amended (CDA).

In a separate, previously-filed appeal, AGBCA No. 2000-170-1, the contractor challenged the termination for default of its contract. In denying that appeal, the Board upheld the termination for default. Kadri International Co., AGBCA No. 2000-170-1, 04-2 BCA ¶ 32,646, aff'd, No. 05-1005 (Fed. Cir. Dec. 19, 2005).

Proceedings in this matter have remained suspended until the earlier appeal was resolved and final. The parties treat that decision as final. The termination for default is valid; the termination for default was not converted to a termination for convenience. Relief under the Termination for Convenience clause is not available to the contractor. During a telephone conference held on January 12, 2006, the parties requested that the matter be dismissed with prejudice.

DECISION

The matter is dismissed with prejudice.

JOSEPH A. VERGILIO

Administrative Judge

Issued at Washington, D.C.

January 17, 2006